

EXHIBIT B



5757 Alpha Rd. Suite 430
Dallas, Texas 75240
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Filed
8/16/2022 3:39 PM
Judge Gregory Johnson
Justice of the Peace 4-1
Bell County, Texas
Reviewed by: Halley Lane, Clerk
41CV2201542

REQUEST FOR ISSUANCE OF CIVIL CITATION

Re: LISA CHAMP v. PAYLEASE, LLC A/K/A ZEGO A GLOBAL PAYMENTS COMPANY

Case #:

Dear Clerk of Court:

Plaintiff undersigned counsel requests the Clerk of Court to file the original petition and to issue separate Civil Citation(s) for each Defendant for service by a **Private Process Server**.

The Citation(s) should be sent to us:

1. Via email to: Service@jaffer.law
2. Via Fax to us at 1-888-509-3910, or
3. VIA MAIL to: Jaffer & Associates, Pllc
5757 Alpha Rd. Suite 430
Dallas, Texas 75240

Sincerely,

Allen Robertson

Allen Robertson, Esq.
service@jaffer.law

41CV2201542

CAUSE #

LISA CHAMP,

Plaintiff,

v.

PAYLEASE, LLC A/K/A ZEGO A GLOBAL
PAYMENTS COMPANY,

Defendant.

IN THE JUSTICE COURT

PRECINCT 4 PLACE 1

BELL COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Plaintiff LISA CHAMP, ("Plaintiff") and file this *Original Petition* against Defendant PAYLEASE, LLC A/K/A ZEGO A GLOBAL PAYMENTS COMPANY, "PayLease" or "Defendant"), and respectfully show the Court the following:

PRELIMINARY STATEMENT

1. This is an action for actual and statutory damages, costs, and attorney's fees pursuant to 15 USC §1681 *et seq.* the Fair Credit Reporting Act ("FCRA").

DISCOVERY CONTROL PLAN LEVEL

2. Plaintiff reserves the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.9 of the Texas Rules of Civil Procedure.

PARTIES AND SERVICE

3. Plaintiff is an individual who resides in Bell County, Texas and is represented by the undersigned counsel.

4. At all times material hereto, Plaintiff was a "consumer" as said term is defined under 15 U.S.C. § 1681a(c).

5. Defendant is a “person,” as defined by the FCRA, 15 U.S.C. § 1681a(b).
6. Defendant is a limited liability company duly authorized and qualified to do business in the State of Texas and can be served with a copy of this *Petition* along with the *Citation* at 9350 Waxie Way STE 500 San Diego, CA 92123-1052.
7. PayLease meets the definition of a “furnisher of information” within the meaning of the FCRA (15 U.S.C. § 1681s-2 et seq.), that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer. As used herein, “consumer reporting agency,” or “CRA,” is any person who, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports (commonly referred to as “credit reports”) to third parties. CRAs specifically include, but are not limited to, Equifax, Experian, and TransUnion.

JURISDICTION AND VENUE

8. This Court has personal jurisdiction over all the parties because both parties reside and/or engage in business in the State of Texas. Further, this Court has jurisdiction of this cause of action in that it involves an amount in controversy within the original jurisdiction of this Court.
9. Plaintiffs seek monetary relief within this Court’s jurisdictional limits.
10. Venue in Bell County, Texas is proper in this cause pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Bell County, Texas.

FACTUAL ALLEGATIONS

11. Plaintiff incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.

12. Plaintiff leases a house (“Home”) that she opted in for the payment history to be reported on her credit reports in order to build good credit by making timely payments. See a copy of the Communication disclosure form attached as **Exhibit A** and a copy of her opt in notice via Impact Communities attached as **Exhibit B**.

13. On or around July 11, 2022, Defendant called Plaintiff into Defendant’s leasing office to discuss the new rental policies. Instead, they wanted to discuss Plaintiff purchasing the Home. Plaintiff declined the offer and did not sign any documents pertaining to such matters, much to the chagrin of Defendant.

14. This was not the first time Plaintiff was harassed and pressured into purchasing the Home she currently rents.

15. On or about July 22, 2022, Plaintiff received a notification from Credit Karma informing her of a change to her credit report. Defendant PayLease had her deleted her account (“Account”) in retaliation to Plaintiff’s refusal to purchase the Home, including having her entire payment history removed, resulting in her credit score dropping. See a copy of the notification of PayLease removing her history attached as **Exhibit C**.

16. Before deleting the Account, Plaintiff had been on time with her monthly payments for nearly 24 months. See copy of account on Credit Karma prior to the deletion of Account attached as **Exhibit D**.

17. As a result of the Defendant’s conduct, Plaintiff has suffered a decreased credit score as a

result of the inaccurate information on Plaintiff's credit file and has suffered credit denial, mental anguish, and frustration.

FIRST CAUSE OF ACTION
(Willful Violation of the FCRA as to Defendant PayLease)

41. Plaintiff incorporates by reference all of the above paragraphs of this Petition as though fully state herein with the same force and effect as if the same were set forth at length herein.

42. This is an action for willful violation of the Fair Credit Reporting Act 15 U.S.C. § 1681 *et seq.*

43. Pursuant to 15 U.S.C. § 1681-2, a person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate, including incompleteness.

44. Under 1681e(b), reasonable procedures must be followed to assure maximum possible accuracy of the information being reported on the consumer reports.

45. An incomplete report that is not showing favorable accounts or payment history would not be not meet the maximum accuracy standard.

46. Pursuant to the Act, if furnisher of disputed information determines the information is incomplete or inaccurate, the furnisher must report the results.

47. By not furnishing the complete and accurate account PayLease failed to ensure maximum possible accuracy.

48. Defendant had no reason to believe the information reporting on the account was inaccurate or incomplete before deleting the Account.

49. Plaintiff did not dispute the accuracy or incompleteness of the Account.

50. The conduct, action, and inaction of Defendant PayLease was willful, rendering PayLease liable for actual, statutory and punitive damages in an amount to be determined by a jury

pursuant to 15 U.S.C. § 1601(n).

Plaintiff is entitled to recover reasonable costs and attorney's fees from PayLease in an amount to be determined by the Court pursuant to 15 U.S.C. § 1601(n).

SECOND CAUSE OF ACTION
(Negligent Violation of the FCRA as to Defendant PayLease)

51. Plaintiff incorporates by reference all of the above paragraphs of this Petition as though fully stated herein with the same force and effect as if the same were set forth at length herein.

52. This is an action for willful violation of the Fair Credit Reporting Act 15 U.S.C. § 1681 *et seq.*

53. Pursuant to 15 U.S.C. § 1681-2, a person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.

54. Under 1681e(b), reasonable procedures must be followed to assure maximum possible accuracy of the information being reported on the consumer reports.

55. An incomplete report that is not showing favorable accounts or payment history would not be not meet the maximum accuracy standard.

56. Pursuant to the Act, if furnisher of disputed information determines the information is incomplete or inaccurate, the furnisher must report the results.

57. By not furnishing the complete and accurate account PayLease failed to ensure maximum possible accuracy.

58. Defendant had no reason to believe the information reporting on the account was inaccurate or incomplete before deleting the Account.

59. Plaintiff did not dispute the accuracy or incompleteness of the Account.

60. The conduct, action and inaction of Furnisher was negligent, entitling the Plaintiff to

recover actual damages under 15 U.S.C. § 1681o.

61. As a result of the conduct, action, and inaction of the PayLease, Plaintiff suffered damage for the loss of credit, loss of the ability to purchase and benefit from credit, and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

62. Plaintiff is entitled to recover reasonable costs and attorney's fees from PayLease in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681(n) and 1681o.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment from Defendant as follows:

1. For actual damages provided and pursuant to 15 U.S.C. § 1681o(a) be awarded for each negligent violation as alleged herein;
2. For actual damages provided and pursuant to 15 U.S.C. § 1640(a)(1);
3. For Statutory damages provided and pursuant to 15 U.S.C. § 1681n(a);
4. For Statutory damages provided and pursuant to 15 U.S.C. § 1640(a)(2);
5. For Punitive damages provided and pursuant to 15 U.S.C. § 1681n(a)(2);
6. For attorney fees and costs provided and pursuant to 15 U.S.C. § 1681n(a)(3), 15 U.S.C. § 1681o(a)(2) and 15 U.S.C. § 1640(a)(3);
7. For any such other and further relief, as well as further costs, expenses, and disbursements of this action as this Court may deem just and proper.

DATED: August 11, 2022

Respectfully Submitted,



/s/ Allen Robertson

SHAWN JAFFER

SB 24107817

ALLEN ROBERTSON

SB 24076655

ROBERT LEACH

SB 24103582

PHILLIP POOL

SB 24086466

SHAKERIA NORTHCROSS

SB 24116836

JAFFER & ASSOCIATES, PLLC

5757 ALPHA RD SUITE 430

DALLAS, TX 75240

(T) 214.494.1871 (F) 888.509.3910

(E) ATEAM@JAFFER.LAW ALLEN@JAFFER.LAW

ATTORNEYS FOR PLAINTIFF



Addendum to the 21st Mortgage Credit Application Communications Disclosure Form

- Must be completed & submitted with ALL Credit Applications
- Effective: 12/1/2020

EXHIBIT
Justice of the Peace 4-1
Bell County, Texas
Reviewed by Halley Lane, Clerk
41CV2201542

This credit application will be submitted to 21st Mortgage (the "Lender") for review. The Lender's designated representative (or a person under their supervision, as appropriate) may communicate its status or address other questions you may have about your application or the loan process. The retailer/realtor from whom you may purchase a home and its sales consultants may assist you with matters associated with the sales transaction – for example, the type of home to purchase, options, site improvements, sales features that may impact your financing options, etc.

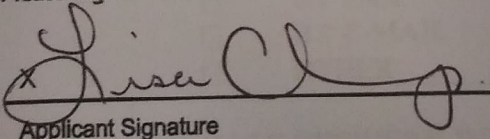
During the sales process, if there are questions that may impact the financing of your purchase, your sales consultants may conference or connect you with the appropriate representative(s) of the Lender for your convenience.

Following the receipt of your credit application, a representative from the Lender (or a person under their supervision, as appropriate) may contact you to discuss your application. Should you have any questions about this application, please contact the Lender at (800) 955-0021. Below is a list of 21st Mortgage Loan Originators

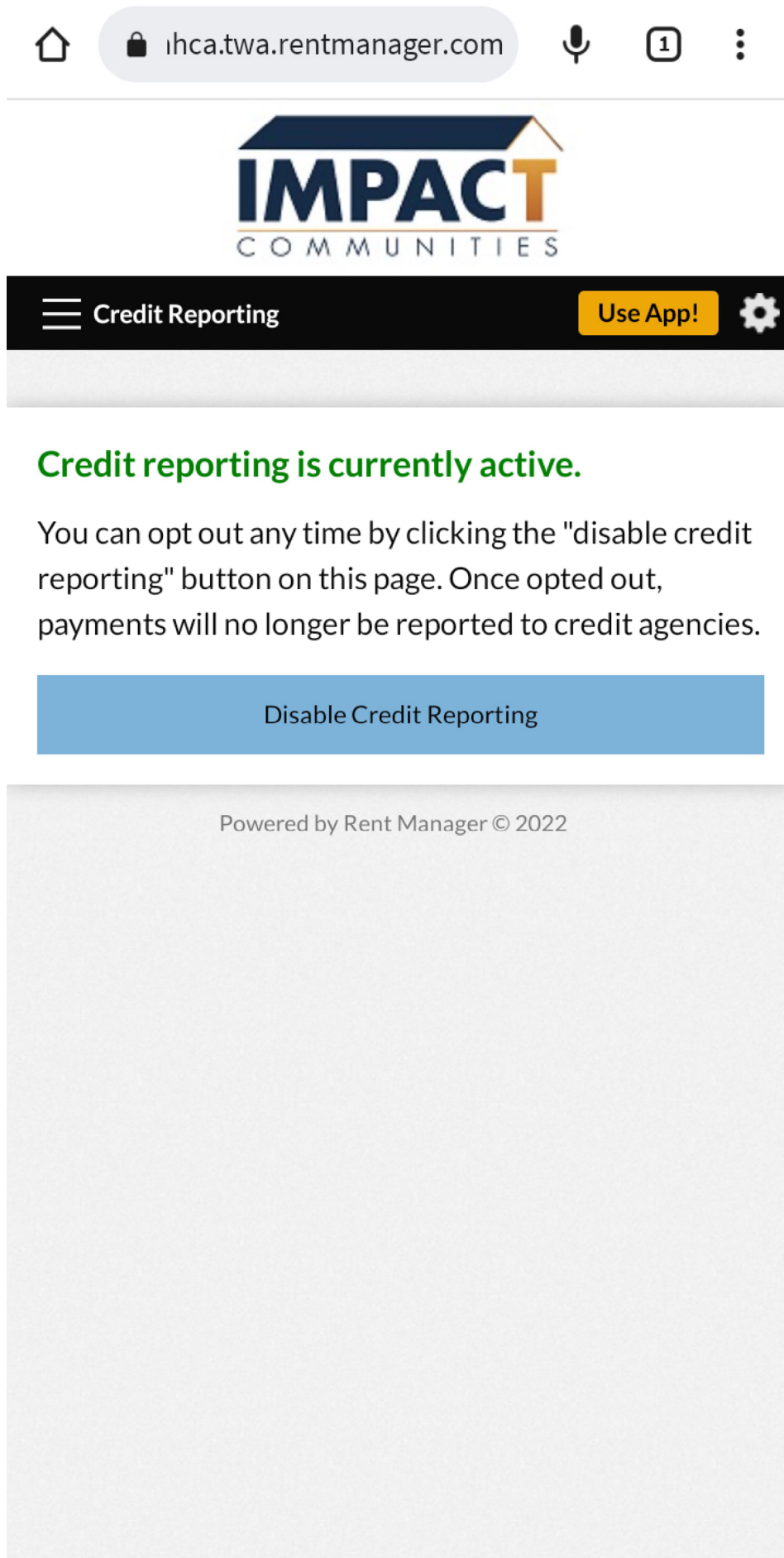
NAME	Ext	NMLS #	TN LIC #	NAME	Ext	NMLS #	TN LIC #	NAME	Ext	NMLS #	TN LIC #
21st Mortgage Corp.	n/a	2280	109340	Dukes, Travis	1165	2022589		McIntyre, Matt	1125	1915226	203982
Adams, Madeline	1988	1915364	203850	Duncan, Jessica	1399	1561887		McMahan, Adam	1047	16516	107490
Aldmon, Thomas	2145	1700118	150678	Estes, Joshua	2101	917916		Metcalfe, Jessica	1094	2013376	
Badawi, Zachary	1156	1764569		Evans, Sean	1544	1795393		Morales, Yamila	2138	202266	108024
Baker, Drew	1231	1684954		Fabian, Matt	1827	202243	110128	Mullis, Ken	1235	1311852	125553
Ball, Eileen	1106	1200479	121271	Fitzsimmons, Tracy	1488	1915250		Quick, Chad	1188	1561892	134374
Beckett, Katherine	1479	1930005		Goodman, Kevin	1816	493671		Rudolph, Elizabeth	2119	1865266	185467
Beeks, Cody	1126	1749405		Hagler, Elizabeth	1295	1865270	185138	Rutta, Robert, Jr.	2128	1915241	
Bell, Kenneth (Chris)	1926	1237278		Hillard, Allyson	1181	2013372		Ryan, Matthew	1987	1915201	
Bridges, Chad	1134	1680954	148176	Holliday, Jeremy	2118	1915207	222359	Sauer, Mallory	1090	881807	
Burgraff, Brandon	1111	1958451	219777	Johnson, Nicole (Nicki)	1213	1152412	124960	Shewcraft, Dustin	1115	1522858	187507
Carlisle, Zachery	1129	1803853	185910	Julian, Margaret	1425	1784876		Sisk, Stephen (Dylan)	1195	1915196	
Carter, Kellie	1246	1684953	147070	Karb, Christopher	1470	2047091		Slone, Jenny	1546	850485	124900
Carter, Wes	1148	1367458	125366	Keith, Jeanie	1117	208077	181634	Sullivan, Scott	1121	1004036	115868
Chilco, Amanda	1484	2013377		Kittle, Chris	1095	202249	110775	Taylor, Chris	1130	1305372	
Clark, Rob	2100	202264		Kloss, Grant	1309	1894967	195006	Trammell, Justin	1242	1634789	
Coalson, Shelby	1077	1915249		Lai, Sarah	1307	1815870		Utley, Barrett	1123	1264594	124533
Connard, Joe	1030	180546	111590	Lambert, Teresa	1209	1402336		Utley, Kayla	1199	1782616	
Corwin, Chris	1203	94486		Ledford, Justin	1303	1810028		Wade, Leah	1220	1614417	
Cox, Trevor	1210	1308905	130952	Lee, Brian	1184	1535710	149771	Weatherly-Sinclair, Murray	1131	1795404	
Cozzolino, Jonathan	1227	979264	114603	Loggins, Camilla	1145	1958395	219524	Webber, Jeff	1029	16262	110064
Cradic, Andrew	5703	1863692		Long, Lindsay	1862	1915195	203846	Williams, Joy	1200	16307	
Doolan, Ryan	1394	64626	107591	MacGuire, John	2001	393419	113642	Williams, Lisa	1135	1209113	
Dubnicka, Cynthia	1221	1749407		Mackie, Carla	1150	1305368		York, Lindsay	1262	1895005	
Dubose, Corey	1127	1733817	155140	McCollough, Mary Abigail (Abby)	1625	2003725	220407	Young, Tyler	1272	1648541	138356

By signing below, you acknowledge that you have read and understood the details provided, and also consent to the Lender sharing its credit decision and other necessary personal financial information from this credit application with your retailer/realtor for the purpose of facilitating your sales transaction and other purposes. You also acknowledge that you have personally completed the information on the application and that the information is complete and accurate.

Please sign below and retain a copy for your records.

 03.03.21 X
 Applicant Signature (Date) Co-Applicant Signature (Date)
 X
 Co-Applicant Signature (Date)
 X
 Print Dealership Name & Dealer # Sales Person (Date)

This form is a part of the 21st Mortgage credit application and must accompany the credit application and must be completed in order for the credit application to be accepted. Revised: 11-12-2020





credit karma

Based on Transunion data

Credit changes

Current score **519**

Jul 22

↓ **32 pts**
to 519

We found **1 change** to your Transunion credit report.

Accounts Removed

PAYLEASE, LLC.

**Account
Removed From
Report**

Since this account is no longer on your credit report, its details won't be factored into your credit score. Accounts can sometimes be removed due to things like disputes and reporting errors.

PAYLEASE, LLC.

Expecting a change that you don't see? Transunion may not have updated your report yet.

EXHIBIT

Filed

8/16/2022 3:39 PM

Judge Gregory Johnson

Justice of the Peace 4-1

Bell County, Texas

Reviewed by: Hailey Lane, Clerk

41CV2201542

**credit karma****REAL ESTATE LOANS****PAYLEASE, LLC.****\$0.00**

Reported: May 21, 2022

In good standing**Overview**You have **0%** left to pay on this real estate loan.

Balance

\$0

Highest Balance

\$906

Monthly payment

\$0

Opened

Jan. 01, 2021 (1 yr, 6 mos)

Term

No Info

Payment HistoryYou've made **100%** of payments for this account on time.

	J	F	M	A	M	J	J	A	S	O	N	D
2022	✓	✓	✓	✓								
2021		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	✓ Current	✗ Late	● Unknown									

Last payment


Apr. 01, 2022

Current Payment Status

Current

Worst Payment Status

Current

 **credit karma**

	J	F	M	A	M	J	J	A	S	O	N	D
2022	✓	✓	✓	✓								
2021		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓ Current		✗ Late										
● Unknown												

Last payment

Apr. 01, 2022

Current Payment Status

Current

Worst Payment Status

Current

Account Details

Account status

Open

Type

Rental agreement

Responsibility

Individual

Remarks

No Info

Times 30/60/90 days late

0/0/0

Closed

No Info

Creditor Information

PAYLEASE, LLC.
9330 SCRANTON ROAD #450
SAN DIEGO, CA 92121

(866) 729-5327

CASE NO. 41CV2201542

LISA CHAMP,	§	IN THE JUSTICE COURT
	§	
	§	
Plaintiff,	§	
	§	
vs.	§	PRECINCT 4, PLACE 1
	§	
PAYLEASE, LLC A/K/A ZEGO, A	§	
GLOBAL PAYMENTS COMPANY,	§	
	§	
Defendant.	§	BELL COUNTY, TEXAS

DEFENDANT PAYLEASE, LLC'S ANSWER TO PLAINTIFF'S ORIGINAL PETITION

Defendant Paylease, LLC files the following answer to Plaintiff Lisa Champ's ("Plaintiff" or "Champ") Original Petition (the "Petition"), pursuant to Texas Rules of Civil Procedure 91 and 502.5(b).¹

GENERAL DENIAL

1. Without accepting the burden of proof for any issue on which Paylease is not responsible for as a matter of law, Paylease denies each and every, all and singular, the allegations in the Original Petition, and demands strict proof thereof in accordance with Texas Rules of Civil Procedure 502.5(b).

OTHER DEFENSES

2. Without accepting the burden of proof for any issue on which Paylease is not responsible for as a matter of law, Paylease pleads the following affirmative and legal defenses:

¹ Out of an abundance of caution, and to the extent necessary, Paylease also invokes Texas Rules of Civil Procedure 54 and 94 as alternative bases to assert its general denial, specific denial, and other defenses. Paylease maintains, however, a general denial under Texas Rule of Civil Procedure 502.5(b), which controls in this case, suffices to allow Paylease to raise "any defense" in response to Plaintiff's claims. TEX. R. CIV. P. 502.5(b).

3. Plaintiff's claims are barred, in whole or in part, because Plaintiff has failed to plead the necessary elements of a valid FCRA claim. For that reason, Plaintiff has failed to state a claim upon which relief can be granted as a matter of law.

4. Plaintiff's claims are barred, in whole or in part, by legal justification. To the extent Plaintiff suffered any damages as a result of the allegations in the Petition (which Paylease denies), Paylease acted in accordance with the FCRA's provisions, and is therefore not liable for any of Plaintiff's alleged damages.

5. Paylease has asserted these defenses in order to preserve its right to do so, give Plaintiff notice of Paylease's intention to assert these defenses, and avoid waiver. Paylease hereby reserves the right to add other defenses should they become applicable during discovery, further investigation, or any subsequent changes in the law or status of the parties.²

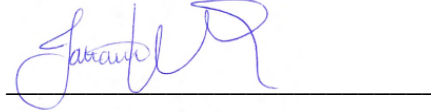
PRAYER

WHEREFORE, Paylease respectfully requests that this Court, upon final hearing, render judgment that Plaintiff take nothing by this action, and Paylease recover its reasonable and necessary attorneys' fees and costs of Court, and other and further relief at law and in equity to which Paylease may be entitled.

² Paylease reserves such rights out of an abundance of caution. But, for the reasons articulated herein, Paylease maintains its general denial under Texas Rule of Civil Procedure 502.5(b) sufficiently reserves any and all defenses. *See supra* n. 1-2; TEX. R. CIV. P. 502.5(b).

Dated: October 17, 2022

Respectfully Submitted,



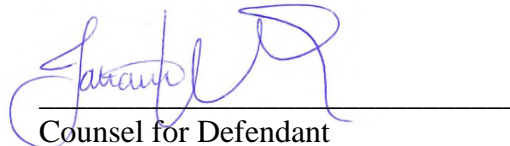
Matthew K. Hansen
TX Bar No. 24065368
mkhansen@lockelord.com

Tatianna J. Witter
TX Bar No. 24127424
tatianna.witter@lockelord.com
LOCKE LORD LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201

**ATTORNEYS FOR DEFENDANT
PAYLEASE, LLC**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on all parties pursuant to the Texas Rules of Civil Procedure via *electronic filing, e-mail, facsimile, and/or certified mail, return receipt requested* on this 17th day of October 2022.


Counsel for Defendant

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Tracey Tyler on behalf of Tatianna Witter

Bar No. 24127424

ttyler@lockelord.com

Envelope ID: 69276440

Status as of 10/18/2022 8:31 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Allen Robertson		allen@jaffer.law	10/17/2022 11:38:26 AM	SENT
Katlyn Hannah		attorneys@jaffer.law	10/17/2022 11:38:26 AM	SENT
Allen ERobertson		allen@jaffer.law	10/17/2022 11:38:26 AM	SENT

Automated Certificate of eService

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Tracey Tyler on behalf of Tatianna Witter

Bar No. 24127424

ttyler@lockelord.com

Envelope ID: 69276440

Status as of 10/18/2022 8:31 AM CST

Associated Case Party: PAYLEASE, LLC A/K/A ZEGO A GLOBAL PAYMENTS COMPANY

Name	BarNumber	Email	TimestampSubmitted	Status
Matthew K.Hansen		mkhansen@lockelord.com	10/17/2022 11:38:26 AM	SENT
Tatianna Witter		tatianna.witter@lockelord.com	10/17/2022 11:38:26 AM	SENT